

Subscription Product Terms

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply subscription products (i.e. digital content) to you. Depending on the subscription product chosen, this may include access to live and archived video of NFL preseason, regular season, post-season games, the Playoffs, the Super Bowl, NFL Network and NFL RedZone.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide subscription products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. Overtier Operations who is the official licensee of the content material and Deltatre S.p.A. who operates the platform and deals with customer queries (referred to as “we”, “our” and “us”). As a customer you are contracted with both entities. Overtier Operations registration number is 319669, registered office is P.O Box 2510, Kensington House, 69 Dr. Roy’s Drive, George Town, Grand Cayman KY1-1104 Cayman Islands, no. of registration with the Companies’ Register ST-319669 and e-mail address info@over-tier.com. Deltatre S.P.A. registration number is IT09489350018 and registered address is via Francesco Millio, 41, 10141 Turin, Italy, n. 09489350018 REA TO-1056157.

2.2 How to contact us. You can contact us through the customer contact form available at: <https://www.nflgamepass.com/en/contact-us>. Currently, the customer care services and the resolution of issues are managed by Deltatre S.p.A.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us (“Contract Start Date”).

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the subscription product. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, or because we have identified an error in the price or description of the subscription product.

3.3 We only accept orders from certain territories. Our website is solely for the promotion of our subscription products in the territories set out in Schedule 1 (the “Territories”). Unfortunately, we do not accept orders from outside the Territories. Further, you will not be able to make use of the subscription products outside of the Territories.

3.4 The contract term for the subscription products (the “Term”) depends on the type of subscription product you have purchased as set out at the Plan and Pricing page (<https://www.nflgamepass.com/en/subscribe>) (i.e. order page), in particular the following:

- (a) Game Pass Pro (season subscription) and Game Pass Essential (season subscription) – from the Contract Start Date until the day before the start of the following year’s NFL Preseason (approximately 31st July).
- (b) Game Pass Pro (weekly subscription) – from the Contract Start Date until the day before the weekly anniversary of the Contract Start Date.
- (c) Playoff Package – from the Contract Start Date and for 49 days after the Contract Start Date. For the avoidance of doubt, access to the relevant digital content will only begin from the later of (i) the Contract Start Date and (ii) 5 days prior to the first NFL Playoff game.
- (d) Super Bowl Package - from the Contract Start Date and for 30 days after the Contract start date. For the avoidance of doubt, access to the relevant digital content will only begin from the later of (i) the Contract Start Date and (ii) 13 days prior to the relevant Super Bowl game.

3.5 If you subscribe to either the Game Pass Pro (season subscription) or the Game Pass Essential (season subscription) subscription product and you have not opted out of the auto-renewal option before the end of the Term or Renewal Term (as relevant), the relevant subscription product will automatically renew for a further period equivalent to that set out in clause 3.4(a) (“Renewal Term”) beginning on the day after the end of the Term or Renewal Term (as relevant).

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the subscription product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the subscription product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7- Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the subscription products. We may change the subscription product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. Our aim is that these changes will not affect your use of the subscription product.

5.2 More significant changes to the subscription products and these terms. In addition, we may make changes to these terms or the subscription product, but if we do so we will notify you and, if the change is materially detrimental to you, you may then contact us to end the contract before the changes take effect and receive a refund for any subscription products paid for but not received.

5.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always materially match the description of it that we provided to you before you bought it.

6. PROVIDING THE SUBSCRIPTION PRODUCTS

6.1 The subscription products are a subscription to receive digital content.

We will supply the relevant digital content to you until the end of the Term (and any Renewal Term) or you end the contract as described in clause 7 or we end the contract by written notice to you as

described in clause 9. Depending on the subscription product, your access to the digital content may begin later than the Contract Start Date as set out in clause 3.4.

6.2 You may only access the subscription product on up to a maximum of 5 devices simultaneously, as long as each device is connected to the same internet protocol address.

6.3 Please note that you can find information regarding the interoperability of the digital contents with hardware and software at the follow link:

<https://support.nflgamepass.com/hc/en-gb/articles/360004653654-On-what-devices-can-I-watch-NFL-Game-Pass->

<https://support.nflgamepass.com/hc/en-gb/articles/360004654134-What-are-the-minimum-system-requirements> .

6.4 Please also note that the digital content accessible via the subscription product may vary based on your geographic location. It may be that for legal or contractual reasons, certain digital content may not be available in your geographic location. You acknowledge and agree that we are not obliged to provide you with any specific digital content under this agreement.

6.5 We are not responsible for delays or disruptions outside our control. If our supply of the subscription products is delayed or disrupted by an event outside our control (including but not limited to: game delays or cancellations; application of NFL's broadcast policy (which prohibits broadcast of NFL football games under certain circumstances and in certain areas); technical problems or network delays; program rescheduling; or other reasons), then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or disruption. Provided we do this we will not be liable for delays or disruptions caused by the event, but please see clause 6.7 if we have suspended provision of subscription products.

6.6 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the subscription products to you, for example, your name; age; address; location; payment details. If so, this will have been stated in the description of the subscription products or on our registration form. We may contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 9.2 will apply). We will not be responsible for supplying the subscription products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.7 Reasons we may suspend the supply of subscription products to you. We may have to suspend the supply of a subscription product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the subscription product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the subscription product as requested by you or notified by us to you (see clause 5).

6.8 Your rights if we suspend the supply of subscription products. We will contact you in advance to tell you we will be suspending supply of the subscription product, unless the problem is urgent or an emergency. If we have to suspend the subscription product for longer than 5 days in any calendar month we will adjust the price so that you do not pay for subscription products while they are suspended. You may contact us to end the contract for a subscription product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sum you have paid in advance for the subscription product in respect of the period after you end the contract.

6.9 We may also suspend supply of the subscription products if you do not pay. If you do not pay us for the subscription products when you are supposed to (see clause 11.5) and you still do not make payment within 3 days of us reminding you that payment is due, we may suspend supply of the subscription products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the subscription products. We will not suspend the subscription products where you reasonably dispute the unpaid invoice (see clause 11.7). As well as suspending the subscription products we can also charge you interest on your overdue payments (see clause 11.6).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 Ending your contract with us. Your rights when you end the contract will depend whether there is anything wrong with the subscription product, how we are performing and when you decide to end the contract:

- (a) If the subscription product does not work correctly or is mis-described you may have a legal right to end the contract or to get the subscription product repaired or to get some or all of your money back as well as a compensation if the applicable law entitles you to it, see clause 10;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;
- (c) If you have just changed your mind about the subscription product, see clauses 7.3 and 7.4.

You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.5.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any subscription product which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming materially detrimental change to the subscription product or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the subscription product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the subscription products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the subscription products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind. For any subscription product bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are explained in more detail in these terms.

7.4 How long do I have to change my mind? As you have bought digital content for download or streaming, you have 14 days after the day we email you to confirm we accept your order. You will be granted with the digital content during the withdrawal period without losing the right of withdrawal.

7.5 No right to end the contract where we are not at fault and there is no right to change your mind. If we are not at fault and you do not have a right to change your mind (see clause 7.1), you do not have the right to end the contract before the end of the Term. However, you may give us notice of termination of the contract before the end of the term, but you agree to pay the remaining unpaid balance of the subscription product you selected up to the end of the Term and if you have paid in full for the subscription product in advance up to the end of the Term, you acknowledge and agree that you will not be entitled to any refund as a result of ending the contract. If you want to end the contract in these circumstances, just contact us and let us know. The contract will not end until the end of the Term.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us (where you have the right to do so), please let us know by doing one of the following:

(a) Contact Us. You can contact us through the customer contact form available at: <https://www.nflgamepass.com/en/contact-us>, including in the subject box the Category “SUBSCRIPTION” and detailing your request in the text box.

(b) By post. By post. Simply write to us at OVERTIER OPERATIONS c/o Deltatre S.p.A., of Via Francesco Millio n. 41, 10141, Turin, Italy, including details of what you bought, when you ordered or received it and your name and address.

8.2 How we will refund you. We will make any applicable refund by the method you used for payment.

8.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind and you have such a right then your refund will be made within 14 days of your telling us you have changed your mind

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a subscription product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the subscription products;

(c) you breach any material term of any applicable End User Licence Agreement between you and us [*please insert the relevant details of the Licence Agreement*];

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we may refund any money you have paid in advance for subscription products we have not provided but if we do so we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the subscription product. We may write to you to let you know that we are going to stop providing the subscription product. We will let you know at least one week in advance of our stopping the supply of the subscription product and will refund any sums you have paid in advance for subscription products which will not be provided and if the applicable law entitles you to it, the corresponding compensation.

10. IF THERE IS A PROBLEM WITH THE SUBSCRIPTION PRODUCT

10.1 How to tell us about problems. If you have any questions or complaints about the subscription product, please contact us. You can contact our customer service team through the customer contact form available at: <https://www.nflgamepass.com/en/contact-us> , including in the subject box the relevant Category detailing your request in the text box.

10.2 Legal duty. We are under a legal duty to supply subscription products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

11. PRICE, PAYMENT AND DURATION

11.1 Where to find the price for the subscription product. Given that the price and the duration may vary according [to the subscription product selected and your place of residence], the price and the duration of the subscription product (which includes GST) will be the price and duration indicated on the order pages when you placed your order. Furthermore, once you purchase the subscription product, you will be granted with the above mentioned information. We take all reasonable care to ensure that the price of the subscription product advised to you is correct. However please see clause 11.4 for what happens if we discover an error in the price of the subscription product you order.

You can buy a Game Pass Pro (season subscription) subscription in instalments. Please note that terminating your instalment before the final payment is taken will automatically cancel your subscription with NFL Game Pass; you may not be eligible for a refund (as indicated in the relevant FAQs).

11.2 Where a Game Pass Pro (season subscription) or Game Pass Essential (season subscription) subscription product has been automatically renewed under clause 3.5, the price of the subscription product for the Renewal Term will be the applicable price for such subscription product that a new user would pay as indicated on our order pages at <https://www.nflgamepass.com/en/subscribe> as at the start of the Renewal Term.

11.3 We will pass on changes in the rate of GST. If the rate of GST changes between your order date and the date we supply the subscription product, we will adjust the rate of GST that you pay, unless you have already paid for the subscription product in full before the change in the rate of GST takes effect.

11.4 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the subscription products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the subscription product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the subscription product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, and refund you any sums you have paid.

11.5 When you must pay and how you must pay. We accept payment through different payment methods as detailed at the FAQs page (<https://www.nflgamepass.com/en/faq>) .You must pay for the subscription products before you download or stream them. In respect of any subscription products subject to auto-renewal under clauses 3.5 and 11.2, you must pay for the Renewal Term of the subscription product prior to the start of the Renewal Term, and if you have provided us with the necessary details, we will take the relevant payment from your account without further notification to you (e.g. by direct debit).

11.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11.7 **Free Trials.** Your Contract may be subject to a “free trial period” during which you may be entitled to use a subscription product without having to pay for the subscription product for a period of time (the “Free Trial Period”). Subject to the provisions of clause 7, unless you cancel your subscription product prior to the end of the Free Trial Period in accordance with the instructions set out at the FAQs (<https://www.nflgamepass.com/en/faq>) you must pay for the subscription product immediately following the end of the Free Trial Period. If you have provided us with the necessary details, we will take the relevant payment from your account without further notification to you (e.g. by direct debit). Please note that you may only use one Free Trial Period (if available). Any second or further attempt to use a Free Trial Period with your username or account details will result in us charging you for the relevant full subscription product(s).

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement.

12.2 Subject to clause 12.1, any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

12.3 To the fullest extent permitted by law, our liability for a breach of a non-excludable guarantee referred to in clause 12.1 is limited, at our election (where such election is permitted under the Australian Consumer Law), to:

(a) in the case of goods supplied or offered by us, any one or more of the following:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired; or

(b) in the case of services supplied or offered by us:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

12.4 We are not liable to you for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with our site, all links to or from our site or the goods and services advertised or referred to on our site, to the extent permitted by law (including the Australian Consumer Law).

12.5 Subject to this clause 12, our maximum aggregate liability for all proven losses, damages and claims arising out of or in connection with these terms or a supply under these terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$100.

13. HOW WE WILL USE YOUR PERSONAL INFORMATION

13.1 We will use and disclose your personal information only in accordance with our Privacy Policy (<https://www.nflgamepass.com/en/privacy>).

14 OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. For example, we may use third party service providers such as vendors, contractors, agents or sponsors to operate, develop or help us manage or provide the subscription products. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. For the avoidance of doubt, we currently engage Deltatre S.p.A. to operate the subscription products, including but not limited to, the management of the relationship with you, the customer care services and relationship issues.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4 Severability. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the subscription products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. The governing law and the competent jurisdiction are the one of the country where the consumer has his habitual residence.

SCHEDULE 1

TERRITORIES